

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|-------------------------------|---|----------------|
| DONNA ANDREW | : | CIVIL ACTION |
| 2936 Reisler Road | : | |
| Oxford, PA 19363 | : | NO: 02-CV-4478 |
| | : | |
| VS. | : | |
| | : | |
| FORTIS BENEFITS INSURANCE CO. | : | |
| 2323 Grand Boulevard | : | |
| Kansas City, MO 64108 | : | |

FIRST AMENDED COMPLAINT

1. Plaintiff is an adult individual with an address at 2936 Reisler Road, Oxford, PA 19363.

2. Defendant Fortis Benefits Insurance Company is an insurance company authorized to perform business within the Commonwealth of Pennsylvania which has an address at 2323 Grand Boulevard, Kansas City, MO 64108.

4. This action is commenced pursuant to the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §§ 1001, et seq.

5. At all times relevant hereto, plaintiff was an employee of American Telecast Corporation (hereinafter "ATC").

6. Pursuant to plaintiff's employment at ATC, she was insured under a group insurance policy issued by defendant, being Policy Number 73483.

7. The aforesaid insurance policy provided coverage for

disability benefits under the terms and conditions of the policy.

8. The aforesaid insurance policy, including the coverage for disability benefits, qualifies as an employee welfare benefit plan that is subject to and governed by ERISA.

9. For a certain time period prior to July 12, 1998, plaintiff was disabled and since July 12, 1998 she has continued to be disabled or partially disabled on a continuous basis up to the current date.

10. Defendant paid plaintiff disability benefits in accordance with the plan until approximately July 12, 1998 at the rate of \$1,375 per month.

11. After approximately July 12, 1998, defendant refused to pay plaintiff disability benefits despite plaintiff's continuous disability from that date until the current date, and despite plaintiff's entitlement to disability benefits under the plan.

13. Plaintiff has done and performed all things required of her under the plan in order to receive disability benefits after July 12, 1998.

14. Pursuant to ERISA, plaintiff is entitled to an award of attorney's fees and costs of litigation.

WHEREFORE, plaintiff requests judgment against defendant, and requests that the Court enter an Order requiring defendant to pay plaintiff:

A. All past disability benefits from July 12, 1998 to the date of the filing of this Complaint, which plaintiff believes

should be at the rate of \$1,375.00 per month, in the approximate total amount of \$82,500.00;

B. All future disability insurance benefits from the date of filing this Complaint until such time that plaintiff's disability status changes and she is not entitled to receive disability benefits;

C. Attorney's fees and litigation expenses; and

D. Such further and additional relief as may be deemed fair and reasonable.

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